SECTION – VI

(VOLUME-I)

ANNEXURES

PROFORMA OF SELF DECLARATION ON BIDDER's PERFORMANCE
(To be furnished on Rs.500/- Notarized Stamp Paper)

Ref ..... Date .....

To,
The Chief General Manager (Elec.),
Procurement Section, 2nd floor,
Corporate Office, BESCOM
K.R.Circle, Bengaluru – 560001

Dear Sir,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 11. (11) of Section IFB of Bid Documents relating to the Tender Enquiry No. ..... for ..... (full scope of Work).

I*/We* hereby undertake to declare that

i) I*/We* have not made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

ii) I*/We* have not any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

iii) I*/We* have participated in the previous Tender for the same nature of work and had not quoted unreasonably high tender prices and furnished prices were rationally justified; and/or

iv) Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission.

v) Defaulted/short closed due to non-performance in execution of works against the order placed any Public Electrical Utility/Govt. utility as on date of bid submission.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITB, conditions of contract in the bid documents.

Date:

Signature along with Seal of Co.
.....
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

*__Strike out whichever is not applicable.__

PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS
(To be furnished on Rs.500/- Notarized Stamp Paper)

Ref ..... Date .....

To,
The Chief General Manager (Elec.),
Procurement Section, 2nd floor,
Corporate Office, BESCOM
K.R.Circle, Bengaluru – 560001

Dear Sir,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 11.0 (14) of Section IFB of Bid Documents relating to the Tender Enquiry No. ..... for ..... (full scope of Work)

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries not sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that .....(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that .....(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITB, conditions of contract in the bid documents.

Date:

Signature along with Seal of Co.
.....
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

***Strike out whichever is not applicable.**
Please Note: Among the above two declarations, only one which is applicable is to be declared.

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
(To be stamped in accordance with stamp Act)

Ref..... Bank Guarantee No .....
Date .....

To,
The Chief General Manager (Elec.),
Procurement Section, 2nd floor,
Corporate Office, BESCOM
K.R.Circle, Bengaluru – 560001

Dear Sir,

In consideration of the Bangalore Electrical supply Company Limited, (hereinafter refereed to as the BESCOM which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of BESCOM's Letter of Intent No.....dated..... and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... dated .....valued at.....for .....(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to ..... * .....(%) .....percent) of the said value of the Contract to the BESCOM.

We ..... (Name & Address)
having its Head Office at .....(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the BESCOM, merely on demand any and all monies payable by the Contractor to the extent of .....as aforesaid at any time up to ..... **..... (days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the BESCOM on the Bank shall be conclusive and binding notwithstanding any difference between the BESCOM and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the BESCOM and further agrees that the Guarantee herein contained shall continue to be enforceable till the BESCOM discharges this Guarantee.

The BESCOM shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Contractor. The BESCOM shall have the fullest

liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers

vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the BESCOM and the Contractor or any other course or remedy or security available to the BESCOM. The Bank shall not be released to its obligations under these presents by any exercise by the BESCOM of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the BESCOM or any other indulgences shown by the BESCOM or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the BESCOM at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the BESCOM may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs.....and it shall remain in force up to and including .....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....on whose behalf this Guarantee has been given.

Dated this .....day of .....20.....at .....

WITNESS:

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of
Attorney No .....
Date .....

NOTE:

* This Sum shall be Five percent (05%) of the Contract Price.

** The date will be ninety (90) days after the end of Guarantee Period as specified in the Contract.

1. The stamp papers of values in conjunction to the contract value as per the stamp Act shall be purchased in the name of issuing Bank.

PROFORMA OF "CONTRACT AGREEMENT"
(To Be Executed On Non-Judicial Stamp Paper of Appropriate value according to Indian Stamps Act)

This Agreement made on this .....day of .....Two thousand .....between Bangalore Electricity Company Limited having its Office at .....India (hereinafter referred to as a "Owner" or BESCOM which expression shall include its administrators,) on the one part and M/s .....having its registered Office at .....(hereinafter referred to as the "Contractor" or "X" name of the Contracting Company, which expression shall include its administrators, successors, executors and permitted assigns) the other part.

WHEREAS BESCOM desirous for execution of works under item wise fixed price contract in _____Division Area for a period of 12 months under percentage quoting basis invited bids for the package..... (briefly describe scope of Work) as per its Bid Enquiry No.....

AND WHEREAS....."X" .....had participated in the above referred Bidding with.....Y.....vide their proposal No. .....dated.....and BESCOM awarded the Contract to....."X" .....on Terms and Conditions of Bid Documents referred to therein, which has been accepted by ....."X" .....resulting into a "Contract".

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

1.0 Article

1.1 Award of Contract:

BESCOM has Awarded the Contract to ..... "X" .....for the Work of.....on the Terms and Conditions contained in its Letter of Intent No..... dated..... and the Documents referred to therein. The Award has taken effect from the date of aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract Document" referred to in the succeeding Article.

2.0 **Contract Documents:**

2.1 The Contract shall be performed strictly as per the Terms and Conditions stipulated herein and in the following Documents attached herewith (hereinafter referred to as "Contract Document").

i) BESCOM's Bidding Documents in respect of Bid Enquiry No.....issued consisting of Invitation of Bid, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract and all other Sections entitled 'Conditions of Contract" including all Amendments issued vide its letter (s) No.(s) .....dated ..... (Part-I)

ii) BESCOM's Technical Specification including Amendments issued vide its Letter No.....dated .....(Part-II)

iii) "X"s Proposal No.....dated.....along with Proposal Sheets, Data Requirement Sheets, Payment Terms, work Schedule entitled as " Proposal"(Part-III)

iv) Agreed Minutes of the meeting held on.....between BESCOM& "X" (Part-IV)

v) BESCOM's Letter of Intent No.....dated.....duly accepted by "X" (Part-V)

vi) Contract Activity Chart (Part-VI)

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conforms to the Bidding Document (Part-I & II) and what has been specifically agreed to by the Owner in his Letter of Intent. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its 'Proposal (Part-III) but not agreed to specifically by the Owner stands withdrawn by the Contractor. For the sake of brevity, this Agreement along with its aforesaid Contract Documents shall be refereed to as the 'Agreement"

3.0 Conditions & Covenants:

3.1 The Scope of Contract, Consideration, Terms of Payment, Price Adjustment, Taxes wherever applicable, Insurance, Liquidated Damages, Performance Guarantee and all other Terms and Conditions are contained in BESCOM 's Letter of Intent No .....dated..... read in conjunction with other aforesaid Contract Document. The Contract shall be duly performed by the Contractor strictly and faithfully in accordance with terms of the Agreement.

3.2 The scope of Work shall also include **Supply/ Erection/ ****portion of all such items, which are not specifical1y mentioned in the Contract Documents, but which are needed for successful, efficient, safe & reliable Operation of the Equipment unless otherwise specifically excluded in the Specifications under 'exclusions' or Letter of Intent.
(**-The Clause shall be suitably modified in the Agreement of Supply/ Erection portion)

3.3 Time Schedule:

3.3.1 Time is the essence of the Contract. The Time Schedules shall be strictly adhered to and "X" shall perform the Work in accordance with the agreed Schedule as given LOI/DWA/approved PERT/Activity Chart.

3.4 Quality Plans:

3.4.1 The Contractor is responsible for the proper execution of the approved Quality Plans. The Work beyond the Customer's hold points will progress only with the

Owner's consent. The Owner will also undertake Quality surveillance and Quality audit of the Contractor's Works, systems and procedures and Quality Control activities. The Contractor further agrees that any change in the Quality Plan will be made only with the Owner's approval. The Contractor shall also perform all Quality activities, inspection and Tests agreed with the Owner to demonstrate full compliance with the Contract requirements.

3.4.2 The Contractor also agrees to provide the Owner with the necessary facilities for carrying out inspection, Quality audit and Quality surveillance of Contractor's and its Vendor's Quality systems and manufacturing activities.

These shall include but not limited to the following:

i. Relevant Plant Standards, Drawing and Procedures.
ii. Detailed Quality Assurance System/ Manuals for manufacturing activities.
iii. Storage Procedures and instructions regarding Welding, NDT, Heat Treatment prior to commencement of Manufacture.
iv. Complete set of Log Sheets mentioned in the Quality Plan.

3.4.3 It is expressly agreed to by the Contractor that the Quality Tests and inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for Quality Standards, and Performance Guarantee and their other obligations under the agreement.

3.4.4 "X" agrees to submit Quality Assurance Documents package to BESCOM for review and record after Completion and within three weeks of dispatch of Material.

The Package will include the following:

i) Factory Test result/ inspection report for Testing required by this Contract or applicable Codes and Standards.
ii) Two copies of inspection reports duly, signed by Quality Assurance Personnel of both BESCOM and "X" for the agreed Customer hold points.
iii) Report of the rectification Works where and if applicable.

3.5 It is expressly agreed to by the Contractor that notwithstanding the fact that the Contract is termed as **Supply, for convenience of operation of the other Contracts namely Erection Contracts** ** are also the integral parts of the contract on single source responsibility basis and the Contractor is bound to perform the total Contract in its entirety and non-Performance of any

part or portion of the Contract shall be deemed to be a breach of the entire Contract.
(**-The Clause shall be suitably modified in the Agreement of Supply/ Erection portion)

3.6 The Contractor Guarantees that the Equipment under the Contract shall meet the ratings and Performance Parameters as stipulated in the Technical Specifications (Part-II) and in the event of any deficiencies found in the requisite Performance figures, the Owner may at its option reject the Equipment or alternatively accept it on the Terms and Conditions and subject to levy of the Liquidated Damages in terms of Contract Documents. The amount of Liquidated

Damages so leviable shall be in accordance with the Contract Document and without any limitation.

3.7 It is further agreed to by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Owner's right to recover the Damages/ Compensation due to short fall in the Equipment Performance figures as stated in Para 3.6 above or under any other Clause of the agreement. The amount of Damages/ Compensation shall be recoverable either by way of deduction from the Contract Price, Contract Performance Guarantee and/or otherwise.

3.8 The Contract Performance Guarantee furnished by the Contractor is irrevocable and un-conditional and the Owner shall have the powers to invoke it not withstanding any dispute or difference between the Owner and the Contractor pending before any Court, Tribunal, Arbitrator or any other Authority.

3.9 This agreement constitutes full and complete understanding between the Parties. It shall supersede all prior correspondence. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized Representatives of both the Parties.

4.0 **Settlement of disputes:**

4.1 It is specifically agreed by and between the Parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement, shall be decided by a competent Court at Bangalore.

4.2 **Notice of Default:**

Notice of default given by either Party to the other Party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement or by Fax or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the Parties through their duly authorized Representatives have executed these presents (execution whereof has been approved by the

competent Authorities of both the Parties) on the day, Month and year first above mentioned at Bangalore.

WITNESSES:

1. ....

2..... .....

(Owner’s signature)
(Printed Name)
(Designation)
(Company's Stamp)

1. ....

2..... .....

(Contractor’s signature)
(Printed Name)
(Designation)
(Company's Stamp)